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4. That a fire started from a spark from a locomotive does not alone justify an inference that the fire originated on the railroad right of way.

[Ed. Note.—For cases in point, see vol. 41, Cent. Dig. Railroads, secs. 1709, 1710.]

5. In an action against a railroad company for damages alleged to have been caused by a fire originating on the right of way, evidence *held* insufficient to justify submission to the jury of the question whether the fire did so originate.

WILLIAM R. TRIGG CO. et al. v. BUCYRUS CO. et al.

June 15, 1905.

[51 S. E. 174.]

SALES—BAILMENTS—DISTINCTION BETWEEN—CONDITIONAL SALES—RECORDING—CLAIMS AGAINST UNITED STATES—INTEREST—STIPULATION—EFFECT.

1. Plaintiff contracted to furnish certain pumping machinery, to be installed in the hull of a dredge being constructed by defendant. The contract further provided that plaintiff should install the machinery at its own expense; that defendant should afford the facilities of its yards for such installation, and furnish men and material for that purpose at cost; that defendant should keep the machinery insured for the benefit of plaintiff; and that it should pay one-third of the price when the machinery was delivered, one-third when it was installed on board the dredge, and the balance on completion of the test by the party for whom the dredge was being constructed. *Held*, that on delivery of the machinery, and payment of the first installment of the purchase price, there was a completed sale, and not a mere bailment, of the machinery to the defendant.

2. A contract by the United States with a shipbuilding company whereby all parts of machinery paid for by the United States under a specified system of partial payments became thereby the sole property of the United States is not a contract of conditional sale, required to be recorded by Va. Code 1904, sec. 2462, p. 1219.

3. No interest is allowable on claims against the United States unless the government has stipulated to pay interest, or it is given by express statutory provision.

4. Under Rev. St. U. S. secs. 3753, 3754 [U. S. Comp. St. 1901, p. 2530], providing that, whenever any property owned or claimed by the United States shall be attached or held for the security of any claim against such property, the Secretary of the Treasury may direct the Solicitor of the Treasury to cause a stipulation to be entered into for the discharge of such property, to the effect that upon such discharge the person asserting the claim shall be entitled to such rights to the property or its proceeds as he would have had if the possession had not been changed, a stipulation in such a case declaring that its object was to secure to all claimants the fullest possible protection and security did not entitle claimants to receive interest upon the proceeds of the property in the hands of the United States.